

**Ryder Distribution Resources, Inc. and Jimmy R. Cozart and Tommy Finerty.** Cases 26-CA-15101 and 26-CA-15104

March 28, 1995

**DECISION AND ORDER**

BY CHAIRMAN GOULD AND MEMBERS STEPHENS  
AND TRUESDALE

On August 19, 1993, Administrative Law Judge Bruce C. Nasdor issued the attached decision. The General Counsel filed exceptions and a supporting brief and the Respondent filed a response to the General Counsel's exceptions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings,<sup>1</sup> and conclusions<sup>2</sup> and to adopt the recommended Order.

**ORDER**

The recommended Order of the administrative law judge is adopted and the complaint is dismissed.

*Jane Vandeventer, Esq.*, for the General Counsel.

*J. Michael Kota, Esq.*, of Columbus, Ohio, for the Respondent.

<sup>1</sup>The General Counsel has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (fiMdBufl\*ERR17\*fiMDNMfl1950)fiMdBufl\*ERR17\*fiMDNMfl, enf.d. 188 F.2d 362 (fiMdBufl\*ERR17\*fiMDNMfl3d Cir. 1951)fiMdBufl\*ERR17\*fiMDNMfl. We have carefully examined the record and find no basis for reversing the judge's findings. Although we are adopting the judge's findings, we do not rely on the judge's evaluation of Jimmy Ray Cozart's degree of sensitivity and fragility, nor do we rely on the judge's characterization of the Respondent's defense as being based on the Respondent having "had enough of Cozart's cap fetish and the wasted man hours" involved.

<sup>2</sup>Member Truesdale agrees that under all the circumstances here, including the lack of evidence showing union animus and the casual nature of the conversations, the Respondent did not coercively interrogate Jimmy Ray and Lynn Cozart concerning their union activities.

**DECISION**

**STATEMENT OF THE CASE**

BRUCE C. NASDOR, Administrative Law Judge. This case was tried at Nashville, Tennessee, on January 25, 26, and 27, 1993. On June 12 and July 6, 1992, Cozart filed a charge and an amended charge respectively, alleging that Respondent engaged in unfair labor practices in violation of Section 8(fiMdBufl\*ERR17\*fiMDNMfla)fiMdBufl\*ERR17\*fiMDNMfl and a charge alleging that Respondent had engaged in unfair labor practices in violation of Section 8(fiMdBufl\*ERR17\*fiMDNMfla)fiMdBufl\*ERR17\*fiMDNMfl of the National Labor Relations Act. On July 17, 1992, a complaint and a notice of hearing issued in Case 26-CA-15101, and on September 2, 1992, an

order consolidating cases, consolidated complaint, and notice of hearing issued. The allegations of the complaint are that Respondent violated Section 8(fiMdBufl\*ERR17\*fiMDNMfla)fiMdBufl\*ERR17\*fiMDNMfl by interfering with and discriminating against union employees about their union sympathies and further, that Respondent violated Section 8(fiMdBufl\*ERR17\*fiMDNMfla)fiMdBufl\*ERR17\*fiMDNMfl by suspending, and discharging Cozart and by discharging Finerty because of their protected union and concerted activities.

Upon the entire record, including my observation of the demeanor of the witnesses, and after due consideration of the briefs, I make the following

**FINDINGS OF FACT**

**I. JURISDICTION**

At all times material herein, Respondent, a corporation with an office and place of business in Springhill, Tennessee, has been engaged in the interstate transportation of freight.

During the 12-month period ending May 31, 1992, Respondent, in conducting its business operations, sold and shipped from Respondent's Springhill facility goods valued in excess of \$50,000 directly to points located outside the State of Tennessee.

During the 12-month period ending May 31, 1992, Respondent, in conducting its business operations purchased and received at its facility goods valued in excess of \$50,000 directly from points located outside the State of Tennessee.

At all times material herein, Respondent has been an employer engaged in commerce within the meaning of Section 2(fiMdBufl\*ERR17\*fiMDNMfl2)fiMdBufl\*ERR17\*fiMDNMfl, (fiMdBufl\*ERR17\*fiMDNMfl2)fiMdBufl\*ERR17\*fiMDNMfl.

**II. THE LABOR ORGANIZATION**

At all times material herein, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW (fiMdBufl\*ERR17\*fiMDNMflthe Union)fiMdBufl\*ERR17\*fiMDNMfl, meaning of Section 2(fiMdBufl\*ERR17\*fiMDNMfl5)fiMdBufl\*ERR17\*fiMDNMfl, (fiMdBufl\*ERR17\*fiMDNMfl1950)fiMdBufl\*ERR17\*fiMDNMfl, enf.d. 188 F.2d 362 (fiMdBufl\*ERR17\*fiMDNMfl3d Cir. 1951)fiMdBufl\*ERR17\*fiMDNMfl. We have carefully examined the record and find no basis for reversing the judge's findings. Although we are adopting the judge's findings, we do not rely on the judge's evaluation of Jimmy Ray Cozart's degree of sensitivity and fragility, nor do we rely on the judge's characterization of the Respondent's defense as being based on the Respondent having "had enough of Cozart's cap fetish and the wasted man hours" involved.

Respondent has operated a division in Springhill, Tennessee, as a "dedicated contract carrier," for Saturn Corporation since September 1990. Respondent's transport of parts to Saturn is closely coordinated with Saturn's production, as the Saturn plant operates without maintaining a large inventory of parts. Ryder over-the-road drivers pick up automobile parts from Saturn's suppliers across the country and deliver them to the Ryder Springhill transportation center. Ryder shuttle drivers then pick up the loaded trailers at the transportation center, deliver the trailers to a dock at the Saturn plant, approximately 2 miles away, at a scheduled time; and return empty trailers to the transportation center. Ryder switching drivers then move the trailers from dock to dock at the Saturn plant until the trailers are completely unloaded. The Ryder inbound parts operation supports Saturn's "just in time inventory system." To this end Ryder employs approximately 450 drivers in its Springhill operation.

The employees of Saturn are represented by the Union and (fiMdBufl\*ERR17\*fiMDNMfl1950)fiMdBufl\*ERR17\*fiMDNMfl, enf.d. 188 F.2d 362 (fiMdBufl\*ERR17\*fiMDNMfl3d Cir. 1951)fiMdBufl\*ERR17\*fiMDNMfl. We have carefully examined the record and find no basis for reversing the judge's findings. Although we are adopting the judge's findings, we do not rely on the judge's evaluation of Jimmy Ray Cozart's degree of sensitivity and fragility, nor do we rely on the judge's characterization of the Respondent's defense as being based on the Respondent having "had enough of Cozart's cap fetish and the wasted man hours" involved.

served to management. For example the Union held its organizing class in 1992 for Ryder employees at the Saturn facility.

Commencing in March 1991, Ryder employees began organizing on behalf of the Union. There were approximately 35 drivers on the organizing committee who were most active supporters of the Union. There is no dispute that Respondent actively opposed union representation of its Springhill drivers during this campaign. There was a representation election in September 1991, in which a majority of the Ryder employees voted against union representation. During 1991, the Union filed numerous unfair labor practice charges alleging violations of Section 8(f) of the National Labor Relations Act. The charges were consolidated for trial and settled during the summer of 1991 and the summer of 1992.

In March 1992, the Union commenced its second organizing drive by handbilling at Respondent's facility and conducting the class for organizers at the Saturn facility. The testimony of John Sonia, Respondent's general manager, regarding Respondent's relationship with Saturn and the Union is undisputed. Sometime during the last quarter of 1991, and the first quarter of 1992, Respondent was approached by Saturn management, stressing it was very important that Ryder maintain a good relationship with the Union. According to Sonia it was stressed that Respondent open communications wider than they had been in the past with the Union in order to improve the relationship. Furthermore, to squelch some of the unfounded rumors and misrepresentations that had been made about Respondent during the 1991 campaign, Sonia began, according to his testimony, an open candid communication on a regular basis with Tony Mills who was the transportation representative for the UAW at Saturn, and was also an officer of the Union. Sonia also met personally with Michael Bennett, the president of Local 1853.

Sonia also opened a private avenue of communication with Bennett and met with him on numerous occasions to engage in discussions of the benefits to both Saturn and Respondent that could result from the Union's representation of Respondent's employees. The reasons that communications were private, according to Sonia is so that it did not look as if Respondent's management was endorsing the Union.

Sonia concluded that Union's representation of Respondent's employees was inevitable. This, because of the close working relationship between Saturn and Respondent and Saturn and the Union. According to his testimony he also concluded that union representation was in Ryder's best interest because of the smoother working relationships and potential growth in Ryder's business that could ensue.

The election was held in early November 1992. According to the testimony of Sonia, a notice was posted 10 days prior to the election. The notice is signed by Bennett and Sonia. It was posted at Respondent's facility in the shuttle and switching location and also in the over-the-road driver breakroom. The notice stated, inter alia, that Respondent and the UAW agreed not to campaign. The election which was held November 4 to 7, 1992, reflected that the employees wanted union representation by a sizable margin.

Counsel for the General Counsel introduced a document, General Counsel's Exhibit 23, to establish that Respondent continued to entertain antiunion animus. The notice was posted on June 11, 1992, from John Sonia. The subject of the memorandum is "false rumors about employee turnover."

Jimmy Ray Cozart was an over-the-road driver who drove with his cousin, Lynn Cozart. He had been employed by Respondent since April 1991. During the 1991 union campaign, Cozart and his cousin Lynn had both worn "vote no" buttons.

At the end of April 1992,<sup>1</sup> the Cozarts commenced to wear small UAW pins on their caps while at the workplace. Shortly thereafter Stephen Joseph Adams, Respondent's assistant operations manager, approached them and asked why they were wearing the UAW pins. Lynn and Jimmy Cozart were concerned about retaliation if management was aware of the fact that they supported the Union, therefore replying that they were wearing the pins in their home state of Michigan, where they picked up freight. Adams replied that he knew where they stood. Adams admitted he asked the Cozarts about the pins and testified "it sort of surprised me, because at that time, they were, in my opinion pretty pro-company folks." Ryder's policy requires that the over-the-road drivers, also referred to as route managers, conform to a uniform policy. Respondent enforces the uniform policy strictly to live up to expectations of its only customer at Springhill, the Saturn Corporation. Respondent considers that it must project the Saturn image and actually sends out surveys to Saturn's parts suppliers regarding Respondent's service, including the physical appearance of the route managers. Respondent has revised its uniform policy on several occasions since it commenced operations less than 3 years ago. The current policy in evidence as Respondent's Exhibit 13 and General Counsel's Exhibit 3 became effective January 1, and was revised April 1, 1992. An employee is free to go bare headed, but if she or he wants to wear a cap it can only be a baseball style cap and must be either "the assigned Ryder Springhill cap or a Saturn cap." The policy and procedures manual also provides for a progressive disciplinary measures.

Sonia testified that people were wearing pins on their hats from 1991 on a "non-stop basis" up to the present, and that no one was ever told to take off a pin or to remove a pin, nor was anyone disciplined for wearing UAW pins, Saturn pins, or Ryder pins on their hats.

Sonia testified further that the wording in the current policy "Ryder Springhill cap or Saturn cap" was used to eliminate problems with hats that said "Saturn Bowling League," "Saturn Softball Team," or "Launch pad or Saturn A crew, Saturn B shift, Saturn cock pit."

When the Respondent began its operation in 1990, there was a delay in the initial purchase of the assigned Springhill caps which led to an unfair labor practice charge in 1991. Respondent settled that charge and specifically agreed that it would not in a disparate manner enforce a rule prohibiting the wearing of hats, or the display of union insignia, in order to prohibit activity on behalf of the Union.

In mid-May Jimmy Ray Cozart purchased a hat identical to the one pictured in Respondent's Exhibit 15. It had a red bill and a gray and white top bearing the legend "Saturn Launch Team" in the middle of the cap and on each side of the Saturn Launch Team legend was a red Saturn logo and a yellow UAW logo.

On or about May 27, Jimmy Ray wore his new cap to work. As he and his cousin Lynn sat in the employees

<sup>1</sup> All dates hereinafter will be in 1992, unless otherwise indicated.

breakroom prior to going on duty, dispatcher Bradshaw saw him and told him to "lose that cap because its the wrong kind." Bradshaw testified that the reason the cap was inappropriate was because it bore the legend "Saturn Launch Team." According to Mozart's testimony he said he would. After a few minutes, Gwin, operations manager, entered the breakroom and told Cozart that the cap was wrong and according to Cozart Gwin was "real hateful and told him to "get it off now." Lynn testified that Gwin was rude and loud. Jimmy Ray took the hat off.

After this incident Jimmy Ray and Lynn researched the cap rule and decided the cap was not inappropriate. He decided to wear it again which he did in early June approximately June 2. Bradshaw saw him at the dispatch counter and told him the cap was going to "get your butt and mine in trouble." Jimmy Ray told Bradshaw that he better follow progressive discipline policy. Adams then approached Jimmy Ray and told him that the cap was not acceptable. Jimmy Ray informed Adams and Gwin that he purchased the cap at the Saturn company store, and it resembled some of the uniforms worn by Saturn employees which also had Saturn and UAW logos on them. According to Cozart, Gwin, after examining the cap, told Jimmy Ray he would find out if it was a Saturn cap or not and would get back to him. Jimmy Ray said that he would wear the hat in the meantime.

Cozart testified that Adams sat him down and said that he called the big man "never did call anybody's name, that's all that he said was 'the big man,' and he said that I could wear the cap as long as I lost the 'launch team.' They didn't want no kind of team on the cap dealing with any ball team or anything like that, and he took his hand, and picked the cap up, and covered it up, and said that the rest of it was alright, and I said ok." He was asked by counsel for the General Counsel what he covered up and Cozart responded "the launch team."

Adams confirmed Jimmy Ray's complaints as being talked to "like a dog" by Gwin. Gwin admits telling Jimmy Ray that he could not wear the hat on Respondent's property, although there was no restriction on what off-duty employees wear.

Cozart in his testimony, acknowledged that he never saw another driver of Respondent on duty wearing a "launch team" cap.

It is undisputed that Cozart told Adams that he would cut the words "launch team" off the cap. Adams responded that cutting the words off the cap was not an acceptable solution. On June 10, Jimmy Ray spoke to Adams in the breakroom in a joking fashion referring to Adams' shirt which was not a uniform shirt. At that time Cozart asked Adams how to go about getting a leave of absence to care for a sick child. Lynn Cozart admits Adams told Jimmy Ray that he should take the words "launch team" off the hat and that he could wear the hat with a UAW logo on it.

When Cozart continued to wear the cap he was issued a 3-day suspension and when he wore the cap again he was terminated. Adams testified that he explained the cap was unacceptable after Cozart cut the words "launch team" off the cap because the cap "was sort of tattered looking and it had some holes in the front of it. It looked pretty bad." Adams testified further that the cap introduced into evidence through Cozart (fiMDBUfl\*ERR17\*fiMDNMflG.C. Exh. 4)fiMDBUfl\*ERR17\*fiMDNMfl

sion because Cozart's cap was more tattered. Prior to being terminated on June 30, according to the testimony of Adams, Cozart on June 2, asked for a 3-day suspension. Cozart admits this. When Adams spoke with Cozart again on June 10, Cozart told Adams to terminate him. He also complained about the nasty way Gwin had talked to him and stated that "there is a right way and a wrong way to talk to someone."

On June 10, Cozart checked his mailbox at Respondent's premises and founded that it contained no letters of discipline or suspension. The next day, June 11, when he came in to pick up his paycheck, he found two letters, one a written warning dated June 3, and the second a notice of suspension dated June 10.

Employees Terry Stone and Douglas Hayes testified that, several months prior to the hearing in this case they had observed several employees wearing hats for days at a time and even a week, which did not conform to Respondent's policy. Examples were given that knitted ski type hats were worn. Sonia admitted that such nonconforming hats appeared at Respondent's facility on three or four occasions to his knowledge. He testified that he passed this information onto his managers, but Respondent's disciplinary files reflect that discipline was not forthcoming. On the same day that Cozart was terminated, Sonia talked to Art Carney, a driver, regarding Ryder's enforcement of a uniform policy with respect to caps. Sonia testified that upon reviewing Cozart's termination, he saw no indication that Managers Bradshaw, Adams, and Gwin who were involved in Cozart's termination used the uniform policy as an excuse to fire Cozart.

Tommy Finerty worked for Respondent for almost 2 years as a shuttle driver and an over-the-road driver (fiMDBUfl\*ERR17\*fiMDNMflager)fiMDBUfl\*ERR17\*fiMDNMfl and according to Sonia was awarded "a fa of quarterly safety bonuses. In April 1992, Finerty became a shuttle driver after working for over a year as a route manager.

In 1991, the Union's organizing committee consisted of approximately 35 employees out of a total of 450 employees. Finerty was one of the 35 and according to employee Hayes was one of the 10 or 12 most active.

Respondent has a rule in affect which provides that a driver who has three minor accidents and/or safety violations within a year may be discharged without warning. Finerty had three violations of Respondent's safety policies within 1 month.

The first incident occurred on May 7 when Finerty was driving his truck behind another shuttle driver, Duncan. From this position Finerty saw a white pickup truck driven by Safety Manager Mattingly. According to Mattingly, both Finerty and Duncan caused him to have to slide to a stop to keep from hitting them. Later that day, Mattingly called both Finerty and Duncan to his office and criticized their driving.

On May 21 Finerty drove into, and broke, a gate arm at the North Sanchez gate. Finerty broke the gate after the guard failed to raise the arm when Finerty returned to his truck after checking out of the plant.

Two guards, Height and Sutton, testified that there were times when the automatic closing function of the gate did not operate perfectly and the gate would close before the vehicle had passed through. During the spring of 1992, this malfunction occurred fiMDBUfl\*ERR17\*fiMDNMflfiMDBUfl\*ERR17\*fiMDNMfl on the same day, Cozart was once or twice a week, according to Sutton's testimony at least four

or six times. Finerty did not tell Mattingly or Supervisor Bastin that the incident was a result of a malfunctioning gate.

Respondent viewed the gate incident as a violation of its safety policies and the product of unsafe reckless driving.

Daniel Guilbault, project manager for the Wackenhut Corporation, testified that he had the overall security supervision of fire personnel, security fire operations, and care and maintenance of equipment related to security for fire protection at the Saturn plant. He testified that a guard is to immediately report any damage or loss to the Company on equipment for uniforms and all accident and injuries no matter how slight, and as soon as possible.

On May 26, Finerty shuttled a trailer which contained cargo, including several pallets of plastic boxes containing transmission filters. When Finerty pulled up to the dock at Saturn to unload, he unlatched the left hand door and began to open it. He felt freight against the door and so he closed and relatched it, resulting in some of the boxes of filters tipping and spilling on the trailer floor and the ground. Finerty called his supervisor, Bastin on the radio and told him what happened. Bastin told Finerty to leave everything as it was.

Bastin testified that when Finerty called him on the radio to report the accident Finerty stated that he was at dock 421 and he had a problem. When asked by Bastin what the problem was, Finerty responded, "I've got freight spilled out all over the ground and in the back of my trailer." Counsel for the General Counsel presented some witnesses who testified that they saw only one filter on the ground. Photographs of the incident were taken after Bastin arrived at the dock. Respondent's supervisor, Bradley, testified that he and a Saturn supervisor picked up several filters from the ground before the photographs were taken.

A Saturn employee, Howard, testified that Saturn had been having a problem with the filter supplier because of insufficient layers of shrink wrap.

Finerty testified that Bastin told him it wasn't his fault and he shouldn't worry about it. Finerty was corroborated by Douglas Hayes, who also recalled that Bastin patted Finerty on his back. Larry Carroll also testified he saw Bastin pat Finerty on the back and tell him it wasn't his fault, that it looked like a supplier problem.

Bastin testified that he never told Finerty that the incident was not his fault. He testified further "how would I know whose fault it was. I wasn't riding in the back of the trailer." Bastin also testified that in his opinion the incident occurred because Finerty was driving too fast.

Respondent accepted responsibility for the incident and paid \$481.66 for 216 damaged and unusable transmission filters. Employee Howard works in the transmission assembly model on the dock at Saturn. Part of his job involves the receipt of parts and freight at the plant. He testified that he does all of the loading and unloading of the trailers that come into the dock. Howard testified further that other than the incident involving Finerty, there has never been a cargo claim involving this supplier. That this was the first time a tote ever came open.

Counsel for the General Counsel introduced records referencing several of Respondent's drivers to show that Finerty was accorded disparate treatment. On the face of those records it appears that several other employees had more extensive records of incidents than did Finerty.

Under Ryder policies, not every violation of a safety policy constitutes an offense subjecting an employee to discipline even though an employee shows a pattern of unsafe conduct by committing three violations within a year. An employee will not always be discharged. Initially when a driver has an accident, Respondent suspends the driver pending investigation but the suspension is not disciplinary and the driver remains on the payroll.

After Sonia learned that Finerty had committed three violations of safety policies within a month, he set up a meeting with Finerty for May 27. Also in attendance were Gwin, Adams, Bastin, and Mattingly.

When Finerty arrived at the office, Sonia told him that they had a very serious problem and it had to do with his unsafe driving practices of which he had a history. He reviewed with Finerty the safety violations of a former employee, Doug Ramsey, who had been terminated for three safety violations in 4 months. Sonia told Finerty that Ramsey was cited for reckless driving and he was cited for reckless driving. Further, that Ramsey was cited for breaking a guard gate and similarly Finerty was cited for breaking a guard gate. Moreover, Ramsey was cited for damage at a supplier, and he, Finerty, was cited for damage at Saturn. Sonia told Finerty that he would like him to take the rest of the day off with pay, and come see him the next day at 9 a.m. and tell Sonia what made him think that his, Finerty's case, was different than Ramsey's.

After the meeting on May 27, Sonia reviewed the details of Finerty's three safety violations with Managers Mattingly, Bastin, and Bradley.

The meeting on May 28 was to give Finerty an opportunity to explain why he should not be terminated when Ramsey was terminated for the same infractions.

As Gwin was bringing Finerty into Sonia's office, he saw Finerty reach into his pocket and turn on a pocket tape recorder. As they entered Sonia's office, Gwin told Sonia and Mattingly that Finerty had a tape recorder.

On three separate occasions Sonia directed Finerty to turn his tape recorder off, but Finerty refused each time. After his third refusal to turn off his tape recorder, Sonia told him he was terminated.

Finerty testified that when ordered to turn off the tape recorder, he turned it off, took it out of his pocket and placed it on the desk in plain view.

Although employees Shannon and Stone had brought tape recorders to meetings with management, they turned off their tape recorders when asked by management to do so. Accordingly, neither employee was terminated. It is also noted that Shannon and Stone both engaged in union activity and served as the Union's election observers.

#### Conclusion and Analysis

Respondent concedes that it actively opposed the Union during the 1991 organizational campaign. Thereafter, however, at the insistence of Saturn, its sole customer at the Springhill location, Respondent was convinced to engage in a positive working relationship and communications with the Union. To this end it commenced to meet with Saturn representatives and the president of the union local. The same local represents Saturn's employees. One of the beneficial results of union representation of Respondent's employees was additional Saturn transportation business. Sonia concluded



flecting safety violations of other drivers are insufficient to show extenuating circumstances. In some cases the records of other drivers and lack of actions were explained by Respondent. Furthermore, by committing a dischargeable offense under Respondent's policies does not necessarily mean that the employee will always be terminated. Suspensions, pending investigation, permit a driver to remain on the payroll.

The uncontradicted testimony of Sonia is that he reviewed all terminations, including those of Cozart and Finerty, with Bennett, president of the union local. The charges were filed by the individuals Cozart and Finerty. Neither Bennett nor his representatives appeared at the hearing.

I recommend that the allegation that Respondent discharged Tommy Finerty because of his union and/or concerted activity in violation of Section 8 of the National Labor Relations Act be dismissed.

#### CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2 of the National Labor Relations Act.

2. The Union is a labor organization within the meaning of Section 2 of the National Labor Relations Act.

3. The allegations of the complaint, that the Respondent has engaged in conduct violative of Section 8 of the National Labor Relations Act, have not been supported by substantial evidence.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>3</sup>

#### ORDER

It is recommended that the complaint be dismissed in its entirety.

<sup>3</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.